

# **EXHIBIT E**

## **UNSWORN DECLARATION OF MARIE KRUSE**

I, Marie Kruse, make this declaration based on my personal knowledge. If called to testify, my testimony would be consistent with the facts set forth in this declaration.

1. I was employed as a Lead Tutor by Regina Caeli, Inc. ("RCA") in its hybrid homeschooling program run at Sts. Cyril and Methodius Slovak Catholic Church ("Detroit Program").

2. RCA hired me as a tutor of the 2015/2016 school year in the spring of 2015, when my husband and I decided to enroll seven of our eight children in the Detroit Program.

3. RCA charged thousands of dollars per student for tuition but a family could secure a discount in tuition by working for RCA. Lead Tutors would get receive a modest cash payment in addition to a discount in tuition. Assistant tutors and childcare para-professionals did not receive a cash payment, but received a significant discount on tuition. RCA referred to this as "work tuition."

4. In the Detroit Program, students attended RCA's tutoring on Mondays and Thursdays. I was required to be on site from 8:00 AM through 4:00 PM and had to be with the students during lunch. When I was not

tutoring, I was required to work as an assistant tutor or to provide childcare in the nursery. For the 16 hours per week of work required of me, I was paid \$25 per week.

5. RCA provided me and other employees with a handbook outlining our obligations. A copy of the handbook is attached as Exhibit A. On page 8 and 9 of the handbook are the expectations for tutors. On pages 11 and 12 are the specific job descriptions for lead tutors, assistant tutors and childcare providers.

6. If we were late, had to leave early or were absent for any reason other than illness, RCA fined us. This is set forth in page 14 of the handbook. These employment policies applied to employees who received "work tuition." The time I spent at RCA when I was not acting as a lead tutor were not "volunteer" hours. I was required to remain on site and provide services as an assistant tutor or a childcare para-professional. If I did not provide these services or if I left early, my pay would be docked.

7. Before beginning work at RCA, I was required to attend a three day training session for a total of 24 hours. I was not paid for this time. Other RCA employees, including those on "work tuition" were also required to participate in this unpaid training.

8. RCA fired me and ordered by children to leave the Detroit Program on December 15, 2015, in response to my and my husband's efforts to discuss with other participants in the RCA program, some of the operational and financial concerns we had after spending several months in the program. Specifically, on December 13th, 2015, my husband sent an email to others in the RCA program, highlighting some financial irregularities and indicating that we may join a lawsuit to address some of these issues. I was fired less than 48 hours later.

*Further, the affiant sayeth not.*

*I declare under penalty of perjury that the foregoing is true and correct.*

*Signed on this 9th day of May, 2016.*

A handwritten signature in cursive script, appearing to read "Marie Kruse", written in dark ink.

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Marie Kruse